

ADDENDUM 02



STATE OF MISSOURI  
DEPARTMENT OF CONSERVATION (MDC)  
INVITATION FOR BID (IFB)

**ADDENDUM 02: (February 13, 2014)**

**IFB NO.:** **I4ZM022514**

**RFB TITLE:** DRUPAL WEB HOSTING SERVICES

**PHONE NO.:** (573) 522-4115 x-3737

**MDC REPRESENTATIVE:** Chris Cloyd

**ISSUE DATE:** 02/3/14

**E-MAIL:** chris.cloyd@mdc.mo.gov

**RETURN BID NO LATER THAN:** 02/25/14, 2:00 PM CST

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in MDC office (230 Commerce Dr, Jefferson City, MO, 65102) by the return date and time.

<p>(U.S. Mail)</p> <p><b>RETURN BID TO:</b> MDC-O&amp;E Division PO BOX 180 JEFFERSON CITY MO 65102-0180</p>	<p>or</p>	<p>(Courier Service)</p> <p><b>MDC-O&amp;E Division</b> <b>2901 WEST TRUMAN BOULEVARD</b> <b>JEFFERSON CITY MO 65109</b></p>
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**CONTRACT PERIOD:** DATE OF AWARD THROUGH ONE YEAR FROM FINAL IMPLEMENTATION

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**MISSOURI DEPARTMENT OF CONSERVATION**  
**2901 WEST TRUMAN BOULEVARD**  
**JEFFERSON CITY, MO 65109**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (**I4ZM022514**). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Missouri Department of Conservation or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**SIGNATURE REQUIRED FOR ADDENDUM 02**

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

  

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	

TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
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AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

**ADDENDUM 02 to IFB I4ZM022514**

**IFB TITLE: DRUPAL WEB HOSTING**

The following sections in IFB I4ZM022514 have been revised:

1.3.3

4.3.1

Question 1: Section 1.3.3 In terms of traffic numbers, is it safe to assume the traffic is almost entirely non-authenticated?  
**Answer:** Yes, at this time the majority of traffic is non-authenticated. A rough estimate would be 90% anonymous users, 10% logged in users.

Question 2: Section 4.3.1 Would a 1- hour response SLA be acceptable or is 30 minutes the definitive requirement?  
**Answer:** A one-hour response service level agreement is acceptable for non-emergency technical issues. High priority issues, such as server outage reports need to be responded to within 30 minutes. There are times of the year the public must use the website to perform legal tasks, such as reporting deer and turkey successfully harvested. Server outages during that time would be detrimental to the Department and an outage report from MDC needs a response within 30 minutes.



STATE OF MISSOURI  
DEPARTMENT OF CONSERVATION (MDC)  
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PHONE NO.: (573) 522-4115 x-3737

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(U.S. Mail)	or	(Courier Service)
RETURN BID TO: MDC-O&E Division		MDC-O&E Division
PO BOX 180		2901 WEST TRUMAN BOULEVARD
JEFFERSON CITY MO 65102-0180		JEFFERSON CITY MO 65109

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TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## **INTRODUCTION AND GENERAL INFORMATION**

*This section of the IFB includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### **1.1 Purpose:**

- 1.1.1 This document constitutes a request for sealed bids from prospective bidders for the purchase of Drupal Web Hosting services and related services for the Missouri Department of Conservation, also referred to as MDC, state or state agency, located in Jefferson City, Missouri, in accordance with the requirements and provisions stated herein.

### **1.2 Organization:**

- 1.2.1 This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Technical Specifications
- 4) Performance Requirements
- 5) Bidder's Instructions
- 6) Exhibit A: Pricing Page(s)
- 7) Exhibit B: Technical Capabilities and Documentation
- 8) Exhibit C: Proposed Method of Performance and Solution Functionality
- 9) Exhibit D: Experience/Reliability of Organization, and Expertise of Personnel
- 10) Exhibit E: Miscellaneous Information
- 11) Exhibit F: Participation by Other Organizations/ Documentation of Intent to Participate
- 12) Exhibit G: Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

### **1.3 Background Information:**

- 1.3.1 The Missouri Department of Conservation (MDC) has a mission to protect and manage the fish, forest and wildlife resources of Missouri; to serve the public and facilitate their participation in resource management activities; and to provide for all citizens to use, enjoy and learn about fish, forest and wildlife resources.
- 1.3.2 Today, the Department has multiple hosting services for various websites. The MDC public website, [mdc.mo.gov](http://mdc.mo.gov), and Department's children website, [xplor.mdc.mo.gov](http://xplor.mdc.mo.gov), are powered by one Drupal build hosted by Internap. The Department's fishing report website, [fishing.mdc.mo.gov](http://fishing.mdc.mo.gov), is hosted by Pantheon. While a small Drupal-driven website, [nomoretrash.org](http://nomoretrash.org) and a non-Drupal website, [extra.mdc.mo.gov](http://extra.mdc.mo.gov), are hosted by MoreNet. The purpose of this IFB is to consolidated and outsource the hosting of all existing and future Drupal-driven MDC websites and secure related services, such as server administration, performance tuning, and environment management.
- 1.3.3 The largest and most resource intensive Drupal site is the Department's public website, [mdc.mo.gov](http://mdc.mo.gov). It is currently hosted by Internap on a load-balanced dedicated web server solution.

#### **General statistics for the MDC website , [mdc.mo.gov](http://mdc.mo.gov) and [xplor.mdc.mo.gov](http://xplor.mdc.mo.gov) (same Drupal 6 build)**

17.5 – 18.5 million page views annually  
3.4 million unique visitors annually  
240 GB of data transfer per month  
14 GB of web files  
676 MB MySQL database

**General statistics for the fishing report website, fishing.mdc.mo.gov (Drupal 7 build)**

600,000 page views annually  
82,000 unique visitors annually  
15 GB of data transfer per month  
70 MB of web files  
15 MB MySQL database

**General statistics for the No More Trash website, nomoretrash.org (Drupal 6 build)**

150,000 page views annually  
Unknown unique visitors annually  
2.5 GB data transfer per month  
298 MB of web files  
80 MB MySQL database

**PARAGRAPH REVISED TO ADD THE FOLLOWING VIA **ADDENDUM #2****

The majority of traffic is non-authenticated. It is estimated that the traffic is from 90% anonymous users and 10% from users logged in.

- 1.3.4 The Department currently uses, and plans to continue to use, the State of Missouri's Google Search Appliance to provide search results on all MDC public websites. A future solution may include Apache Solr, but the Department does not plan to use it at this time.
- 1.3.5 The Department is currently in the planning and development of a redesign for the main public website, mdc.mo.gov. This redesign will include the upgrade from Drupal 6 to Drupal 7 and break the site from one code base to multiple smaller builds.

**1.4 IFP Questions:**

- 1.4.1 Questions and issues relating to the IFB must be directed to Chris Cloyd. It is preferred that questions are e-mailed to [chris.cloyd@mdc.mo.gov](mailto:chris.cloyd@mdc.mo.gov) and all questions should include an IFB paragraph or section reference.
- 1.4.2 Questions and issues necessitating requirement changes or clarifications will result in an amendment to the IFB. As a result, some questions and issues may not result in a direct response to the inquiring vendor. In response to questions/issues that, at the sole discretion of the buyer, do **not** necessitate requirement changes or clarifications, the buyer may only respond to the asking party.

All questions and issues should be submitted no later than end of day February 14, 2014. If not received prior to five business days before the bid due date, the Missouri Department of Conservation may not be able to fully research and consider the respective questions or issues.

**CONTRACTUAL REQUIREMENTS**

**2.1 Contract:**

- 2.1.1 The awarded bidder will be required to sign a Department Agreement (contract) upon award.
- 2.1.2 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department of Conservation's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.3 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the

State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

- 2.1.4 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department of Conservation prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **2.2 Contract Period:**

- 2.2.1 The Department of Conservation reserves the right, in addition to the above, to renew those portions of the contract necessary to provide parts and optional maintenance service for the equipment for four (4) additional one-year periods, or a portion thereof. In the event the Department of Conservation exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above-referenced services shall remain the same and apply during the extension period(s) with the exception of price. Prices shall be mutually agreed upon in writing by both the contractor and the Department of Conservation at the time the option is exercised and prior to the performance of any service under the option.

## **2.3 Renewal Periods (Price):**

- 2.3.1 If the option for renewal is exercised by the Department of Conservation, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.2 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.3.3 The Department of Conservation does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

## **2.4 Price:**

- 2.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## **2.5 Prices Must Be Lowest:**

- 2.5.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

## **2.6 Compliance with Policies and Standards:**

- 2.6.1 Privacy, Confidentiality and Ownership of Information: The contractor shall understand and agree that the Missouri Department of Conservation is the designated owner of all data and shall approve all access to that data. The contractor shall not have ownership of Missouri's data at any time. The contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State of Missouri and will be appropriately displayed on the State of Missouri portal (MO.gov). The contractor shall provide sufficient security to protect the State of Missouri and the Missouri Department of Conservation's data in network transit, storage, and cache.

## **2.7 Contractor Liability:**

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

## **2.8 Liquidated Damages**

- 2.8.1 The contractor shall agree and understand that the website(s) functionality and operational performance is considered critical to the efficient operations of, the Missouri Department of Conservation. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 2.8.2 Website Daily Operational Performance: The contractor acknowledges and agrees that he/she shall be subject to damages in the amount of \$5 per minute, not to exceed a total of \$5,000, for every minute that the web site is not operational in excess of the maximum allowable web site downtime of five (5) minutes in any thirty-day period. The onset of this performance measurement will begin on the first day of the second month of system or the go-live operation date.
  - a. In addition to the above, in the event of a loss of Drupal Hosting Services service which results in the MDC's website downtime the loss of service fee shall be \$500.00 per day for every day the Drupal Hosting Services is not operational, up to an aggregate maximum fee of \$2,000.00 for any one (1) calendar month. The contractor's scheduled maintenance of the system shall not be deemed to be a failure of the contractor to provide Drupal Hosting Services.
- 2.8.3 MDC Must Request Liquidated Damages: To receive any of the liquidated damages amounts described in this section, the MDC must notify the contractor within ten (10) business days from the time the MDC becomes eligible to claim such liquidated damages. Failure to comply with this requirement will forfeit the MDC's right to receive the claimed amount. "Receipt of Notice" shall be when confirmed delivery receipt by either facsimile, email, or mail service has been received indicating that the notice was successfully delivered.
- 2.8.4 Termination Option for Chronic Problems: If, in any single (1) calendar month, three (3) or more events for which loss of service fees are applicable, then the MDC may terminate this agreement for cause and without penalty by notifying the contractor within five (5) days. Such termination will be effective immediately upon receipt of such notice by the contractor. "Receipt of Notice" shall be when confirmed delivery receipt by either facsimile, email, or mail service has been received indicating that the notice was successfully delivered.
- 2.8.5 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- 2.8.6 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

- 2.8.7 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the Missouri Department of Conservation and shall be in addition to, not in lieu of, the rights of the Missouri Department of Conservation to pursue other appropriate remedies.

**2.9 Force Majeure:**

- 2.9.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

**2.10 Independent Contractor:**

- 2.10.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**2.11 Coordination:**

- 2.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Missouri Department of Conservation throughout the effective period of the contract.

**2.12 Estimated Quantities:**

- 2.12.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

**2.13 Insurance:**

- 2.13.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

**2.14 Termination:**

- 2.14.1 The Department of Conservation reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.



## **2.15 Payment Terms:**

- 2.15.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.15.2 All payment should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

## **2.16 Participation by Other Organizations:**

- 2.16.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.
- 2.16.2 The contractor shall prepare and submit to the Department of Conservation a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.16.3 The Department of Conservation will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the State of Missouri determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.16.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.
- a. The contractor must obtain the written approval of the Department of Conservation for any new entities. This approval shall not be arbitrarily withheld.
  - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department of Conservation detailing all efforts made to secure a replacement. The Department of Conservation shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 2.16.5 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Department of Conservation. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

## **2.17 Contractor's Personnel:**

- 2.17.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.17.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.17.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.17.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - (2) Provide to the Missouri Department of Conservation the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - (3) Submit to the Missouri Department of Conservation a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.17.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **2.18 Subcontractors:**

- 2.18.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.18.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and

- b. shall not henceforth be in such violation and
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

## **2.19 Prohibitive Hiring:**

- 2.19.1 The contractor shall not hire any current information technology employee of the State of Missouri, or any individual who is an information technology employee of any agency of the State of Missouri, including the University of Missouri or the regional colleges, for work on the project identified in the IFB for a period of not less than six (6) months prior to their date of employment with the contractor (unless the individual has retired in accordance with the State of Missouri's retirement program or has experienced a cessation of employment due to layoff from their State of Missouri department, or otherwise dismissed), without the prior written approval of the Director of the Information Technology Services Division or other designated official. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described information technology employee for the purposes of possible employment.

## **2.18 Compliance**

- 2.18.1 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

### **2.18.2 Foreign Vendors:**

- a. If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).
- b. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- c. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

## **2.19 Confidentiality and Security Documents:**

- 2.19.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

## **2.20 Property of State:**

- 2.20.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

### **2.20.2 Confidentiality and Proprietary Materials:**

- a. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- b. The DPMM is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be “liberally construed and their exceptions strictly construed” to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by an offeror as to material being proprietary and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the IFB is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the DPMM and withheld from any public request submitted to DPMM after award. Offerors should presume information provided to DPMM in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Offeror’s entire proposal;
  - 2) Offeror’s pricing;
  - 3) Offeror’s proposed method of performance including schedule of events and/or deliverables;
  - 4) Offeror’s experience information including customer lists or references;
  - 5) Offeror’s product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo. Paragraph 15).
- d. In the event that the offeror does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the offeror’s proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The offeror’s failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. The offeror’s sole remedy for the state’s denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the offeror’s expense.

## **TECHNICAL SPECIFICATIONS**

### **3.1 General:**

- 3.1.1 The contractor must provide a contractor hosted Drupal Web Hosting Services (hereafter often referred to as “the system” or “Drupal Hosting Services”) which meets or exceeds the specifications contained in this document.

- 3.1.2 The server environment must support satisfactory access from client hardware, software, and communications, most commonly in use at the MDC and in the general Internet populations, such as Mozilla, Chrome, Safari and Internet Explorer.
- 3.1.3 The contractor's operation center, to include the MDC Drupal Hosting Services and the technical support/help desk, shall be housed/located and operated from a location within the United States of America. The system and support services shall be provided within the United States of America, unless otherwise requested by the state agency. It is highly desirable that the contractor's operation center for MDC's Drupal Hosting Services be located in the state of Missouri.
- 3.1.4 All portions, interfaces, components, and modules of the system solution must integrate and operate with each other in accordance with the requirements described herein.
- 3.1.5 The Missouri Department of Conservation shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract.
- 3.1.6 The contractor must provide Drupal Hosting Services which is generally available; i.e. not in beta or test; and currently in production and in use by a client(s) as proposed. Prototypes or items in test production and not formally announced for market availability shall not be accepted. New system development of system components shall be considered unacceptable.
- 3.1.7 The contractor must provide in their response a written disaster recovery plan. The disaster recovery plan must be fully implemented prior to system go-live. The recovery plan must include:
- a. Daily backup procedures for the system and data
  - b. High availability failover procedures
  - c. Detailed procedure scripts that allow for system recovery to its previous backup
- 3.1.8 The contractor must provide downloadable documentation suitable for MDC use describing the administration functions of the Drupal Hosting Services. If there are system changes, updates, upgrades, enhancements, or new releases to the system then such changes or new enhancements, etc. must be shown in the downloadable system documentation within thirty (30) calendar days of implementation of these changes or new enhancements, etc.
- 3.1.9 Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; <http://www.itic.org/index.php?src=gendocs&ref=vpat&category=resources> ) or other comparable document (see Exhibit B).
- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder, specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the Missouri Department of Conservation. The contractor shall indemnify and hold harmless the Missouri Department of Conservation, the Conservation Commission and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

## **3.2 Stability and Capacity**

- 3.2.1 The contractor must have the ability to provide a stable server environment that provides a straightforward and easy process to create new websites when needed. The contractor's primary and/or redundant systems must have, at a minimum, an individual reliability rate of ninety-nine and nine-tenths percent (99.9%).

- 3.2.2 The contractor must maintain backup servers and telecommunications connections and maintain daily backups of MDC's content on such backup servers. The contractor's disaster recovery and contingency planning, equipment, software and telecommunications connections must enable the contractor to provide required redundancy on and from such backup servers within twenty-four (24) hours of any disruption of services in order to maintain redundancy requirements specified in this document.
- 3.2.3 The contractor's redundant systems must be synchronized so that a fail-over process can be executed with minimal interruption.
- 3.2.4 Each of the contractor's servers must be connected to an adequate backup power source, either battery or preferably fueled. The backup power source must be adequately tested monthly.
- 3.2.5 The contractor shall operate and maintain the servers in good working order with access restricted to qualified employees of the contractor and persons specifically designated by the MDC. The contractor shall undertake and perform the measures described herein to ensure the security, confidentiality and integrity of all State of Missouri and the MDC content and other proprietary information transmitted through or stored on the server, including, without limitation: (i) firewall protection; (ii) maintenance of independent archival and backup copies of the system and all the MDC content; (iii) protection from network attacks and other malicious, harmful, or disabling data, work, code or program; and (iv) maintain a level of operating system and application software consistent to neutralize known threats. The level of protection from network attacks and other malicious codes/programs must be secure enough for known virus protection and must be updated periodically (*at a minimum, daily*) to protect from new attacks and virus codes.
- 3.2.6 MDC understands and agrees that from time to time the web site services may be inaccessible or inoperable for various reasons, including (a) equipment malfunctions; (b) periodic maintenance procedures or repairs, which the contractor may undertake from time to time; (c) causes beyond the control of Web Host or which are not reasonably foreseeable by the Web Host, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, excessive network congestion or other failures ("downtime"). The contractor shall provide seven (7) days advance notice to the MDC in the event of any scheduled downtime when such scheduled downtime is known well in advance to give such notice (such as for scheduled routine maintenance of the system, etc). The contractor shall use its best efforts to minimize any disruption, inaccessibility and/or inoperability of the services in connection with downtime, whether scheduled or not. All known potential system problems must be investigated immediately and if needed the corrective action shall occur as soon as possible. The contractor shall advise the MDC of what the estimated time is to fix/resolve said known problem if the resolution of the problem is anticipated to disrupt the system for more than one (1) business hour.
- 3.2.7 The contractor must provide to MDC, in a format agreed to by the MDC, advanced notice of the following:
- a. Planned upgrades must be requested a week or one hundred sixty-eight (168) hours in advance.
  - b. Details regarding the planned impact, new or changed functionality, rationale, testing, test site, access to our content on the test site for regression testing within the same time frame as noted in 3.4.9a.
  - c. In an emergency scenario notification can be immediately or after the change but within one (1) business day to [mdcweb@mdc.mo.gov](mailto:mdcweb@mdc.mo.gov). The notification should justify why this is an emergency change and list the impacts to the MDC and its customers.
- 3.2.8 The contractor must provide a monitoring method for the Drupal Hosting Services website that tracks transaction volume and web site performance via monthly server logs. This monitoring report must include at least the following information:
- a. Percentage of operational uptime and downtime, the specific number of minutes or seconds of website downtime,
  - b. Summary of Apache access logs detailing the most accessed content. MDC currently uses Google Analytics, it is highly desired to have an additional solution that allows MDC staff to run an Apache logs analyzer, such as AWStats, to help capture file downloads.
- 3.2.9 The contractor must describe the monitoring method for the MDC website that provides website statistics.



### 3.3 Site Environment Requirements:

- 3.3.1 The contractor must provide at least a test and live environment for each website housed in the Drupal Hosting Service. The test environment must mimic the live environment's configuration to ensure developer and user experience is consistent across environments.
- 3.3.2 The contractor's solution must have a process in place to request or build a new site environment or instance for a Drupal-based website. A site environment or instance may be stand-alone or connected to other existing sites. MDC will be breaking the current main site into several smaller instances and will need repeatable processes to create and manage new environments.
- 3.3.3 The Department recognizes there are a variety of hosting solutions (i.e. dedicated servers, shared servers, cloud-based hosting) that can fulfill the Department's web hosting needs. The contractor's solution must take into account the ability to create new environments for different websites based on desired performance level and site traffic demands:

#### PARAGRAPH REVISED TO ADD THE FOLLOWING VIA ADDENDUM #1

Since there are variations between dedicated servers, shared servers, and cloud services the Department will use Amazon AWS Instances to illustrate levels of performance. This does not mean a solution must use Amazon Instances. Rather by using Amazon as an example, the Department hopes to provide a baseline for vendors to build their environment proposals. A high performance environment could use one 2x-large to 8x-large instance or load balanced combination of x-large/large instances. Medium performance environments could be x-large or large instances. Low performance environments could be medium or small instances.

- a. High Performance Environment: depending on contractor's solution, this may mean dedicated load balanced web and database servers or a series of connected extra large cloud instances. Both physical hardware and cloud solutions need to run Varnish or a comparable HTTP accelerator.
  - b. Medium Performance Environment: this may mean a combination of a single large web server and single database servers or large cloud instances. Both physical hardware and cloud solutions need to run Varnish or a comparable HTTP accelerator.
  - c. Low Performance Environment: this may mean a single web/database server or medium/small cloud instance. Both physical hardware and cloud solutions need to run Varnish or a comparable HTTP accelerator.
- 3.3.4 The contractor's solution must provide MDC the ability to push code changes to the various environments from version control. Currently SVN is being used for Drupal 6 sites and GIT for Drupal 7 sites. All sites moving to the Drupal Hosting Service will use GIT. The contractor must propose a solution that allows for straightforward code versioning and deployment.
  - 3.3.5 The Drupal Hosting Service at a minimum must provide the following performance requirements:
    - a. APC, Memcache and Varnish (or Varnish-like alternative)
    - b. The MDC homepage must download in the web hosting environment in a timely manner. A load time of 3 to 4 seconds is desired for anonymous visitors to MDC websites.
  - 3.3.6 The contractor must provide SSH access or a command line interface to all site environments, as well as secure FTP access to upload any necessary files not version controlled.
  - 3.3.7 The contractor must propose, implement, and support security for the Drupal Hosting Services. Security provisions must support the integrity and privacy of all information provided by the MDC or MDC's customers, including personally identifiable information and any financial transactions. The contractor shall indemnify and hold harmless the MDC for any losses arising from the release, whether intentional or unintentional, of such information described above.
    - a. The contractor must submit a security plan to the MDC within forty-five (45) days after contract award.

- 3.3.8 The system must provide multiple levels of security for limiting access to certain website information based on levels of authorized access linked to an individual MDC user IDs and passwords. The system must be able to enable and/or disable security features within the system based on security access. The system must have the ability to create various security classes and assign privileges and staff to them. The purpose of this requirement is to limit access to MDC and Customer information to only those online visitors who are authorized MDC users of the system.
- a. The contractor must provide a security certificate supporting 2048 bit private key encryption to enable secure socket layer (SSL) and secure shell (SSH) communications. SSL will be used to secure the above referenced security features.
  - b. SSH will be used to secure the MDC Administration functions and website administration.
- 3.3.9 The system must provide site analysis tools to the appropriate MDC staff. Analysis tools, such as JMeter or ApacheBench, must be installed on each environment to allow MDC staff to run performance and load tests.

## **PERFORMANCE REQUIREMENTS**

### **4.1 General Requirements**

- 4.1.1 With exception of the customization described in this document, the contractor must provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and performance specifications presented herein at no additional cost to the State of Missouri.
- 4.1.2 The system must be able to monitor and scale to handle high traffic peaks without downtime.
- 4.1.3 The contractor's hosting solution should be optimized for the Drupal platform.

### **4.2 Implementation Support**

- 4.2.1 The contractor's solution must provide a straightforward process to start new Drupal sites or instances as needed by the Department.
- 4.2.2 The contractor must fully implement the Drupal Hosting Services and all components that fulfill the requirements stated herein. Testing of the website functionality shall be considered successfully completed when it has been demonstrated that the system executes properly and in accordance with the IFB requirements. The contractor shall be paid for successful implementation of the system when the MDC has successfully tested and/or reviewed all the components, functions, features, and documentation that encompass the scheduled deliverables in accordance with the Implementation Plan and IFB requirements. Successful User Testing shall have occurred when such time the system runs as described herein for a period of five (5) consecutive business days without encountering any system errors that affect the accuracy of the system.

#### **PARAGRAPH REVISED TO ADD LANGUAGE VIA ADDENDUM #1**

The contractor must begin migration of the Drupal Hosting Services within five (5) days of award and have completion of the new environment within 10 business days.

#### **PARAGRAPH REVISED TO READ AS FOLLOWS VIA ADDENDUM #1**

- 4.2.3 The contractor must provide any training necessary for MDC staff to successfully access the contractor's hosting environment. The contractor must provide instructional materials on how a server environment is set up, how Department staff can request new server environments be created, and how Department staff can access and interact with each server environment.



### 4.3 Maintenance/Technical Support Requirements:

#### PARAGRAPH REVISED TO AS FOLLOWS VIA ADDENDUM #2

- 4.3.1 Technical Support: The contractor must provide to MDC a contact phone number and website contact form or e-mail address which MDC can use to report technical site problems. This contact information, if not a direct contact line to the contractor support structure, must provide 30-minute response by the contractor **for high priority issues such as reporting of server outages. A one-hour (1 hr) response service level agreement would be acceptable for issues deemed as non-emergency for technical issues by the Department.**
- 4.3.2 System Maintenance Support Services: The contractor must provide system maintenance (e.g. system upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. So long as the State of Missouri pays the maintenance fees as specified within Exhibit A, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Drupal Hosting Services and provide the maintenance services as specified herein.
- a. The hosting and maintenance support price stated in Exhibit A shall be effective the first day of the month following the successful system go-live date (e.g., if successful go live date is April 15<sup>th</sup>, then May 1<sup>st</sup> is the start date for billing for hosting and maintenance support services). From date of contract award until such time that the hosting and maintenance billing takes effect, all technical and maintenance support services described herein shall be provided to the agency at no cost.

#### PARAGRAPH REVISED TO READ AS FOLLOWS VIA ADDENDUM #1

- b. The contractor shall maintain **their server environment that host the Department's** Drupal Hosting Services so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the contractor.
- c. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, system configuration, new releases/updates, upgrades, enhancements, new versions and implementation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the contractor. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by system users.

#### PARAGRAPH REVISED TO READ AS FOLLOWS VIA ADDENDUM #1

- d. System Database maintenance: **The contractor is required to install, configure and maintain the server environment, such as: PHP, MySQL, Apache, Varnish, load balancers,** data warehousing, data mining, data cleansing, data integrity, data protection, data imports/export functionality.
- e. System Maintenance shall also include all services necessary to maintain the ninety-nine and nine-tenths percent (99.9%) system operational uptime, internet services, system back ups, redundancy, and disaster recovery services. This includes all system configurations, troubleshooting, resolution of system errors, malfunctions, and system restoration.
- f. For any customization of the system to meet mandatory requirements of the IFB and for any customization of the system as a result of a Project Assessment Quotation (PAQ) [refer to IFB section 4.6], the contractor shall be required to provide system technical support of those customizations through out the life of the contract. Any new versions or new releases of the system application acquired by or provided to the agency pursuant to the contract must include the customizations of the system required herein or through a PAQ.
- 4.3.3 The contractor shall be responsive and timely to maintenance/technical support calls/inquiries.

- a. The list of MDC personnel authorized to call the help desk will be provided to the contractor after contract award. With prior notice to the contractor, the MDC shall be allowed to change who within MDC is authorized to contact the help desk / technical support. The contractor must not limit the number of calls or the duration of talk time that the MDC staff can make to the help desk/technical support.
- 4.3.4 Routine system maintenance must be scheduled at a minimum seven (7) days in advance and performed between 12:00 AM and 5:00 AM Central Time (CT). The schedule and specific notifications must be posted on the contractor's web page. The MDC will notify the contractor at least three days in advance of requesting a variance from any planned maintenance.
- a. Routine maintenance must be coordinated with the MDC in order to accommodate times when our site cannot be down. These times include but are not limited to our Managed Hunts, Telecheck, Waterfowl drawings.
- 4.3.5 The contractor must provide technical/help desk support Monday through Friday, at least eight (8) hours per day, excluding state holidays. It is highly desirable that the technical support coverage be between the hours of 7:00 a.m. and 6:00 p.m. central time.
- 4.3.6 Non-routine system maintenance (such as a need to increase server capacity, etc.) should be scheduled twenty-four (24) hours in advance, and performed between 12:00 AM and 5:00 AM Central Time (CT). The schedule and specific notifications must be posted on the contractor's web page. Such non-routine maintenance must not happen without notifying the MDC except during an emergency situation (i.e., such as scaling servers due to traffic spikes, disasters, terrorism attacks, Acts of God, etc). After any non-routine maintenance, the contractor must notify the MDC and provide details of the maintenance that was completed. This notification must incorporate the provisions of Section 3.4.9c.
- 4.3.7 Unexpected outages must be immediately reported to the specified MDC contact. The outage report must also include the name and phone number of the contractor contact. Termination of the system service outage must also be reported immediately to MDC.
- 4.3.8 The contractor's technical support personnel must be knowledgeable and technically trained to answer/resolve system technical support problems. The contractor's help desk staff should be able to answer "how to" type questions about the system as well as questions about hardware and internet setting configurations.
- a. When the MDC staff calls the help desk/technical support, the contractor's technical support staff should not place the MDC caller on hold for more than five (5) minutes. If unable to connect the MDC caller to talk to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned five (5) minute period, the technical staff should inform the MDC caller that they will need to call them back. Call back response shall be pursuant to paragraph 4.3.3. The contractor's staff merely picking up the phone to indicate for the caller to continue holding or other similar type message shall not meet this requirement. Merely answering the phone and assigning a case number to a problem shall not meet the technical response time requirements of the IFB.
  - b. When calling back to the MDC to report progress or answer help desk questions and the help desk staff are unable to reach MDC staff by telephone, the help desk staff should make at least two (2) additional attempts within the next business hour to respond to the help desk inquiry/issue. The help desk/technical staff may leave a voice message for the MDC caller but such message must indicate the contractor's staff person's name, time called, and description of how to return the call to obtain further assistance.
  - c. If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff must call back within two (2) hours to report progress on the problem's resolution. Help desk staff must continue, on a daily basis or other basis agreed upon between the MDC and contractor, to keep the MDC staff informed on progress of the problem's resolution.

4.3.9 The contractor shall keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system whether made by the MDC or by MDC vendors utilizing the website. The log shall be made available to the MDC as part of monthly reporting as well as any other time upon request by the MDC. This report(s) shall be delivered to or made available to the MDC no later than by the end of business (5:00 p.m. Central Time) on the fifth calendar day of every month. The log must at a minimum contain the following information:

- a. Time of call;
- b. Name of Caller;
- c. Caller's telephone number and/or email address;
- d. Description of Reported Problem/Complaint;
- e. Indication of whether the problem/complaint was resolved at time of call;
- f. Description of any follow up investigation/resolution plans;
- g. Assigned Case number if resolution not provided during call; and
- h. Date of and Description of Final Resolution

4.3.10 It is highly desirable that the contractor provide electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.

4.3.11 Problem Resolution Response Time: The Missouri Department of Conservation defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the MDC and the system error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the MDC in accordance with the aforementioned severity level provisions.

#### **4.4 Illicit Code:**

4.4.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the Missouri Department of Conservation shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).

4.4.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of Illicit Code in the Licensed System, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the Illicit Code. At the request of the Missouri Department of Conservation, the contractor must remove any such illicit code from the Licensed System. In addition to any other remedies available to it under this contract, the Missouri Department of Conservation reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the Missouri Department of Conservation, the Conservation Commission and the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the Missouri Department of Conservation's computer network, no software, plug-in, or other electronic file shall be installed, executed, or copied on the Missouri Department of Conservation's equipment without the express approval of the MDC Program Manager.

#### **4.5 Project Assessment Quotation (PAQ):**

4.5.1 Project Assessment Quotations: For customization of the system not described in the IFB (outside of the contract requirements included herein and/or for undefined areas of scope of work requests), the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. STEP 1: PAQ REQUEST

The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. STEP 2: DRAFT PAQ

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. STEP 3: APPROVAL OF DRAFT PAQ

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. STEP 4: FINAL PAQ

The contractor's final PAQ must include:

1. contract number
2. state agency name/address
3. state agency designated project director name and phone number
4. contractor contact name and phone number
5. brief title of specific PAQ
6. final PAQ issue date
7. a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
8. the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
9. detailed completion schedule for each task/component of the project work;
10. mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
11. mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
12. identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
13. signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
14. the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

e. STEP 5: APPROVAL OF FINAL PAQ

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2)

must forward a copy to the Missouri Department of Conservation for inclusion in the contract file and (3) must send one copy to the contractor.

f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Missouri Department of Conservation Contract and Purchase Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. **GENERAL REQUIREMENTS**

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director, reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) The contractor should provide a percentage discount to be applied to the contractor's hourly rates for projects/tasks that are of a three-month or greater duration.
- 5) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.
- 6) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Missouri Department of Conservation, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 7) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.

8) The duration of any PAQ must not exceed the effective contract period.

#### **4.6 Optional Services:**

4.6.1 The contractor may include additional services that are not requirements for this IFB that they feel will be of interest to the MDC. Such optional services could include but are not limited to such items as Drupal Developer Support, Site Performance Audits, and premium technical support. These optional services must be outlined and priced in Exhibit A.3.

#### **4.7 Delivery Performance:**

4.7.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

#### **4.8 Contractor Sample Assurance:**

4.8.1 The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the state agency for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Missouri Department of Conservation. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.

### **BID SUBMISSION INFORMATION**

#### **5.1 On-Line Bid:**

5.1.1 This bid is being posted through the use of Office of Administration's Division of Purchasing and Materials Management (DPMM's); however, bids will not be accepted through the use of DPMM's electronic on-line bidding. All bids must be submitted in a 'sealed' envelope to the Missouri Department of Conservation as listed on Page 1 of this document.

#### **5.2 Mail Bid:**

5.2.1 If the bidder is responding through the mail, all bids should be double sided and should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

5.2.2 The bidder should include completed copies of each Exhibit and any other requested or required information with the mailed response. In addition, the bid should be page numbered.

5.2.3 To facilitate the evaluation process, the bidder is encouraged to organize their bid into distinctive sections that correspond with the individual evaluation categories described herein.

5.2.4 Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

5.2.5 The signed page one from the original IFB and all signed amendments should be placed at the beginning of the bid.

- a. The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories whether the bid is submitted electronically or by mail. The Department of Conservation is under no

obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

5.2.6 To facilitate the evaluation process, the bidder is encouraged to organize their bid into distinctive sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

1. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
2. The bid should be page numbered.
3. The signed page one from the original IFB and all signed amendments should be placed at the beginning of the bid.

### 5.3 Evaluation and Award Process:

5.3.1 Evaluation: After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost of Hosting Services	100
Technical Capabilities and Documentation	35
Method of Performance	35
Experience and Reliability	30
TOTAL	200

5.3.1 The award shall be made on an all or none basis.

### 5.4 Evaluation of Cost:

5.4.1 The bidder shall submit firm fixed prices on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

5.4.1 The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements, including installation and maintenance. However, the Department of Conservation reserves the right to evaluate optional items, if deemed necessary.

5.4.2 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 = \text{Cost evaluation points}$$

### 5.5 Evaluation of Bidder's Technical Capabilities and Documentation

5.5.1 The evaluation of the Functional / Technical Capabilities shall be subjective based on fact. Information provided by the offeror in response to **Exhibit B** of this IFB, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The Missouri Department of Conservation reserves the right to subjectively evaluate the offeror's proposed optional products and prices within the evaluation category of Functional / Technical Capabilities.

- 5.5.2 The bidder should list any additional functionality requirements that their software offers that is not covered throughout (Section 3. Technical Requirements.) *(Added this section)*

## **5.6 Evaluation of Bidder's Method of Performance**

- 5.6.1 The evaluation of the Method of Performance shall be subjective based on fact. Information provided by the offeror in response to **Exhibit C** of this IFB, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.
- 5.6.2 The bidder should present information which demonstrates the method or manner in which the bidder proposes to satisfy the requirements of the IFB. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of actions.

## **5.7 Evaluation of Bidder's Experience and Reliability:**

- 5.7.1 Experience and reliability of the bidder's organization will be considered subjectively in the evaluation process. Therefore, the bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.
- 5.7.2 The bidder should provide the following information related to previous and current contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. The information should be related to the information as listed on **Exhibit D** to this IFB or in a similar manner.
- 5.7.2.1 Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- 5.7.2.2 Dates of the service/contract; and
- 5.7.2.3 A brief, written description of the specific prior services performed and requirements thereof.
- 5.7.3 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
  - Certificate of authority to transact business/certificate of good standing (if applicable)
  - Taxes (e.g., city/county/state/federal)
  - State and local certifications (e.g., professions/occupations/activities)
  - Licenses and permits (e.g., city/county license, sales permits)
  - Insurance (e.g., worker's compensation/unemployment compensation)

## **5.8 Contact:**

- 5.8.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

## **5.9 Unit of Measure:**

- 5.9.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.



- 5.9.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the Department of Conservation reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the Department.

#### **5.10 Description of Product:**

- 5.10.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
- 5.10.2 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

#### **5.11 American Made:**

- 5.11.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 5.11.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- 5.11.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 5.11.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 5.11.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit H, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 5.11.6 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details with the proposal.

#### **5.12 Bid Detail Requirements and Deviations:**

- 5.12.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 5.12.2 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

#### **5.13 Open Competition:**

- 5.13.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 5.13.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

#### **5.14 Compliance with Terms and Conditions:**

- 5.14.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

#### **5.15 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):**

##### Organizations for the Blind and Sheltered Workshops

- 5.15.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

5.15.1.1 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 5.15.1.1.1 The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 5.15.1.1.2 The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 5.15.1.1.3 If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
- Participation Commitment - The bidder must complete **Exhibit F**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the

organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

5.15.1.2A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/se/sw/se-sw-directories.html>.

5.15.1.3The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- d. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit F**, Participation Commitment, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

5.15.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

5.15.2.1.1 The bidder must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

5.15.2.1.2 The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the bidder’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

5.15.2.1.3 If the bidder is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:

- Participation Commitment - The bidder must complete **Exhibit F**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.

NOTE:

- a) If the bidder submitting the bid is a qualified SDVE, the bidder is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b) If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

[www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)

- b. Commitment – If the bidder's bid is awarded, the SDVE participation committed to by the bidder on **Exhibit F**, Participation Commitment, shall be interpreted as a contractual requirement.

#### 5.15.3 Qualified SDVE:

- a. SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- d. SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

#### 5.16 Affidavit of Work Authorization and Documentation:

- 5.16.1 Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **Exhibit G**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit G** must be submitted prior to an award of a contract.

**EXHIBIT A**  
**PRICING PAGE**

The offeror shall complete the following required cost pricing tables (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the requirements of the IFB for the initial contract period.

The number of users listed below is based on current population details. The offeror must provide detailed explanation of all charges and how said charges are determined.

<b><i>PRICING TABLE</i></b> <b><i>One-Time Implementation Cost</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Costs</b>
01	Initial Environment Setup – High Performance Environment	Per Site	\$_____
02	Initial Environment Setup – Medium Performance Environment	Per Site	\$_____
03	Initial Environment Setup – Low Performance Environment	Per Site	\$_____
	One-Time Implementation Cost	TOTAL	\$_____

<b><i>PRICING TABLE</i></b> <b><i>On-Going Cost</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Costs</b>
04	High Performance Environment - Web Hosting and System Maintenance/Technical Support*	Month	\$_____
05	Medium Performance Environment - Web Hosting and System Maintenance/Technical Support*	Month	\$_____
06	Low Performance Environment - Web Hosting and System Maintenance/Technical Support*	Month	\$_____
	On-Going Costs	TOTAL	\$_____

\* This monthly fee includes the necessary costs to fulfill the hosting, database maintenance, system maintenance and technical support requirements specified in the IFB and the hosting support provisions specified by the bidder in Exhibits B and C.

**Pricing shall not include travel expenses.** If travel expenses are deemed necessary, such cost shall be reimbursed according to the state's travel expense policy and procedures <http://oa.mo.gov/acct/MealPerDiemNovJune2011.htm>. The offeror shall submit estimated travel costs to the agency prior to incurring expenses.

**A.2 OTHER REQUIRED PRICING**

The offeror must state below all applicable costs necessary to satisfy the requirements of the IFB. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the state whatsoever in to satisfy the IFB requirements. The "Estimated Consulting Hours" outlined below are the number of hours projected for consulting services outside the implementation and subscription fees outlined in section A.1.

<b>DESCRIPTION/COMMENTS</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>FIRM, FIXED PRICE PER HOUR</b>
PAQ / Custom programming services (Refer to Section 4.5)	Hourly	10	

### A.3 OPTIONAL PRICING

The bidder may provide firm, fixed pricing for optional features, expansion options and/or enhancements not specifically required within the IFB. If additional space is needed, attach a sheet of paper titled 'Exhibit A, A.3 continued'.

The evaluation of the Functional / Technical Capabilities and Method of Performance shall be subjective based on fact. Information provided by the bidder in response to Exhibits B and C of this IFB, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The Missouri Department of Conservation reserves the right to subjectively evaluate the bidder's proposed optional products and prices within the evaluation category of Functional/Technical Capabilities and Method of Performance.

DESCRIPTION	UNIT OF MEASURE	FIRM FIXED UNIT PRICE	EXPLANATION/ COMMENTS

### A.4 RENEWAL OPTIONS:

The Missouri Department of Conservation shall have the sole option to renew the contract for four (4) additional one-year periods, or any portion thereof, for further applications and maintenance.

The offeror must indicate below the maximum allowable cost.

Item	Description	1 <sup>st</sup> Renewal Period Firm, Fixed Price	2 <sup>nd</sup> Renewal Period Firm, Fixed Price	3 <sup>rd</sup> Renewal Period Firm, Fixed Price	4 <sup>th</sup> Renewal Period Firm, Fixed Price
07	Initial Environment Setup – High Performance Environment				
08	Initial Environment Setup – Medium Performance Environment				
09	Initial Environment Setup – Low Performance Environment				
10	High Performance Environment - Web Hosting and System Maintenance/Technical Support				
11	Medium Performance Environment - Web Hosting and System Maintenance/Technical Support				
12	Low Performance Environment - Web Hosting and System Maintenance/Technical Support				

## EXHIBIT B

### TECHNICAL CAPABILITIES AND DOCUMENTATION

The evaluation of the technical capabilities and documentation of the products offered shall be subjective based on the specifications and requirements stated herein. Therefore, the bidder should present detailed descriptions of all products proposed. The following information should be provided by the bidder in order to verify the technical capabilities and documentation of the proposed system. The state agency reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE BIDDER'S BID.

#### B.1 TECHNICAL CAPABILITIES

- 1) The bidder should describe how the proposed system would meet *each* of the requirements stated in the Technical Specifications, Section 3 of the IFB. PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE IFB WHEN RESPONDING TO EACH TECHNICAL SPECIFICATION.

*In addition, the bidders should include in their description in responding to IFB Section 3 (Technical Specifications) the specific requests for information related to particular technical specifications of section 3:*

<b>In addition to the above description request for <i>each</i> of the IFB requirements of Section 3, the bidder's response should also include information related to the following:</b>
For the server(s), including backup server(s) and any other server, that will be dedicated or available for utilization for the Missouri Drupal Hosting Services, the bidder should provide information regarding the datacenter location(s), whether the bidder's solution involves dedicated servers, shared servers or cloud-based instances, and the technical specification descriptions of their solution.
Briefly describe the architecture, software (including versions/release) utilized for the system and each of the modules used in the system and further describe generally how each of the components interface with each other.
Describe any other functions your system provides that may be of interest to the MDC, but are not required by this IFB ("exceeding" requirements). The bidder should provide a list, with descriptions, of all features and functions in the Drupal Hosting Services website that could become a part of the MDC's website, that <i>have not</i> been specifically addressed by other requirements within this IFB.
Describe any other functions your system provides that may be of interest to the MDC, but are not required by this IFB ("exceeding" requirements). The bidder should provide a list, with descriptions, of all features and functions in the Drupal Hosting Services website that could become a part of the MDC's website, that <i>have not</i> been specifically addressed by other requirements within this IFB.
Provide information on the server(s) used for the centralized database, including type and sizing of storage, provisions for server or controller redundancy, and mean time between failures for the processor and the disk subsystem.
In non-technical terminology, explain how your system works and provide a diagram illustrating the basic system configuration. This description should include the proposed system's organization format, record format, and underlying data base management system(s).

**EXHIBIT B – Continued**  
**Technical Capabilities and Documentation**

Describe your current Disaster Recovery Process/Plan (DRP) to include contingency plans for partial system failures. Discuss the disaster recovery features/plans and how the database and website is restored in the event of hardware or software failures, or errors caused by human error. Describe the frequency used to test the disaster recovery plan as well as the testing methodology. Describe your procedures for handling the following situations:

- a. What happens when the telecommunication lines are down?
- b. What happens, for example, when a severe ice storm occurs?

The bidder should describe how they protect their system environment from viruses. Over the past three years, how frequently have viruses been detected in your current environment? Describe steps taken to resolve these detected viruses and the impact the viruses had on the system.

The bidder should indicate their current website(s) performance measures for the past calendar year. Indicate percentage of operational uptime for each month for the past calendar year. Describe your current method of monitoring website performance and transactions. Please provide sample web site performance reports.

Explain how the MDC staff is able to import electronic data files to update the websites. List the software, import routines and the standard format. Please provide graphic diagramming this process.

In non-technical terminology, explain how your system works and provide a diagram illustrating the basic system configuration. This description should include the proposed system's organization format, record format, and underlying data base management system(s).

Describe the administrative capabilities and hosting environment provided through this contract.



## EXHIBIT C

### **PROPOSED METHOD OF PERFORMANCE AND SOLUTION FUNCTIONALITY**

The evaluation of the offeror's proposed method of performance and solution functionality shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the IFB. The following information should be provided by the offeror in order to verify their proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE BIDDER'S BID.

#### **C.1 METHOD OF PERFORMANCE**

- 1) Response to Performance Requirements: Within the bidder's response to Exhibit C, the bidder should detail how they intend to satisfy *each of* the requirements outlined in the Performance Requirements Section 4 of the IFB. PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE IFB WHEN RESPONDING TO EACH TECHNICAL SPECIFICATION.

*In addition, the bidders should include in their description in* responding to the Section 4 IFB paragraphs, the specific requests for information related to particular performance requirements of Section 4:

**In addition to the above description request for *each* of the IFB requirements of Section 4.1 - 4.3, the bidder's response should also include information related to the following:**

Describe your proposed method of implementing a future Drupal site in the proposed solution.

- A description of the process MDC staff must use to request a new site/server environment be created.
- Describe how the resources the bidder has available to MDC staff to assist in determining the performance level needed for a new site/server environment.
- Provide the average amount of time needed to setup a new site/server environment once one is requested.
- Turnaround times for the state agency to review, test, approve, and formally accept or reject the components of the work performed.

State the minimum time required for implementation of the initial system.

Explain specifically what hosting and maintenance/technical support services your proposed maintenance price (stated in Exhibit A) includes.

- What are the procedures to be used to contact service personnel? Include hours of support coverage.
- What are the procedures for service representative staffing during vacations and holidays?
- What type of on-going telephone support and general consultation is available?
- Explain the implementation and support of a system upgrade. The bidder should describe the upgrade procedure for new releases of the system components. Are automatic notifications sent to alert the state agency that new updates to the system are available? Please explain.

With regards to the routine system maintenance scheduled downtime, describe the average length of time necessary to perform routine maintenance and the time of day that this typically occurs. Describe how routine maintenance is coordinated and scheduled with the MDC and whether our environment is impacted by other clients.

## **EXHIBIT D**

### **EXPERIENCE/ RELIABILITY OF ORGANIZATION, AND EXPERTISE OF PERSONNEL**

The evaluation of the offeror's experience, expertise, and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror must present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed, and reliability of the organization. The following information must be provided by the offeror in order to verify their proposed experience, expertise, and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

#### **EXPERIENCE OF THE ORGANIZATION**

- 1) The offeror must describe its organizational qualifications including, but not limited to, the history and background of the organization.
- 2) The bidder should explain how long the bidder's organization has provided Drupal Hosting Services.
- 3) The bidder should explain how many customers are running the proposed system in a live environment. Please further indicate how many of these customers are public sector versus private sector customers.
- 4) The offeror must provide documentation supporting that the proposed application has proven scalability with customers that have over 2,000 concurrent users on a system.
- 5) The offeror must provide documentation that they currently host large government customers on the proposed system.

#### **EXPERTISE OF PERSONNEL**

- 1) For both the bidder's organization and for any subcontractors, the bidder should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used for the state agency's system. The relationship of service personnel to management and to support personnel should be clearly illustrated.
  - a. The bidder should indicate the number of years that each person has been in the specified job position. If a staff member has been in the job position for less than one (1) year, then explain what their previous position was in the company and how many years they held that particular position.

#### **RELIABILITY OF THE ORGANIZATION**

- 1) The offeror should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.
- 2) The offerors financial stability will be considered as part of the proposal evaluation. Therefore, the offeror must submit adequate financial information as evidence of the offeror's financial stability. This may include but not be limited to audited financial statements, annual reports, 10Q reports, 10K reports, or other recognized reports that provide information to support the offeror's financial stability.
- 3) The bidder should indicate whether or not they have had any contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period. Please explain circumstances/reasons for the cancellation and/or non-renewal.
- 4) The bidder should indicate whether there is currently and within the past twelve (12) months any legal actions, suits, or proceedings, pending or threatened against the bidder's organization. Please explain. For any subcontractors proposed the same information should be provided for the subcontractor's organization.

**EXHIBIT D - Continued**

**BIDDER'S REFERENCES**

Company Name:\_\_\_\_\_

Contact Name:\_\_\_\_\_

Contact's Title:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_

Telephone Number and Area Code:\_\_\_\_\_

E-mail Address:\_\_\_\_\_

Description of Equipment/Services Furnished:\_\_\_\_\_

Availability status of Reference:\_\_\_\_\_

\_\_\_\_\_

=====

Company Name:\_\_\_\_\_

Contact Name:\_\_\_\_\_

Contact's Title:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_

Telephone Number and Area Code:\_\_\_\_\_

E-mail Address:\_\_\_\_\_

Description of Equipment/Services Furnished:\_\_\_\_\_

Availability of Reference:\_\_\_\_\_

\_\_\_\_\_

=====

Company Name:\_\_\_\_\_

Contact Name:\_\_\_\_\_

Contact's Title:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_

Telephone Number and Area Code:\_\_\_\_\_

E-mail Address:\_\_\_\_\_

Description of Equipment Furnished:\_\_\_\_\_

Availability of Reference:\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT E

### MISCELLANEOUS INFORMATION

#### Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page. In providing a response, the offeror should review Executive Order 04-09 (provided at the following web site link: [http://oa.mo.gov/purch/vendorinfo/eo04\\_09.pdf](http://oa.mo.gov/purch/vendorinfo/eo04_09.pdf)) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

#### Employee Bidding/Conflict of Interest:

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

#### Contact Information:

If different from the information provided on the front page of the IFB, the offeror should provide all necessary contact information including the IFB Coordinator, Contract Coordinator if awarded a contract, etc.

<b>IFB COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

## EXHIBIT F

### PARTICIPATION COMMITMENT

**Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bidder's bid.

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed:
		IFB Paragraph References:
2.	%	Product/Service(s) proposed:
		IFB Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

## EXHIBIT F (Continued)

### DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

#### **This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization for the Blind \_\_\_\_\_ Sheltered Workshop \_\_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website \_\_\_\_\_ Certification (or attach copy of certification)

Address: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_  
(Please Print)

#### **PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date  
(Dated no earlier than  
the IFB issuance date)*

**EXHIBIT F (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE  
SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to Which the SDV's Documents were Submitted:

\_\_\_\_\_  
(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** SDV's Documents were Submitted: \_\_\_\_\_

**Previous Bid/Contract Number** for Which the SDV's Documents were Submitted: \_\_\_\_\_  
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website [[www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)] for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



## EXHIBIT G

### **BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION**

#### **BUSINESS ENTITY CERTIFICATION:**

**The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

#### **BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (IFB/IFB/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the \_\_\_\_\_ (insert agency name) with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT G, continued**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the bidder must perform/provide each of the following. The bidder should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

## EXHIBIT G, continued

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

### BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

### FOR STATE USE ONLY

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

STATE OF MISSOURI